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10 SERVICE, INC. and FALCK USA,
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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

16 SCOTT GRIFFITH COLLABORATIVE
SOLUTIONS, LLC d/b/a SG COLLABORATIVE
17 SOLUTIONS, LLC,

18 Plaintiffs,

19 v.

20 FALCK NORTHERN CALIFORNIA CORP.,
CARE AMBULANCE SERVICE, INC., and
21 FALCK USA, INC.,

22 Defendants.
23
24

Case No. 4:19-CV-06104-SBA
Related Case No. 4:19-CV-08171-SBA

**AMENDED PROTECTIVE ORDER FOR
LITIGATION INVOLVING HIGHLY
SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS**

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AMENDED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the court enters the following Amended Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery and the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. As set forth in Section 12.3, below, this Amended Protective Order does not entitle the parties to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff). 2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a

consultant in this action.

2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.11 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the

protections conferred by this Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for

1 protection do not qualify for protection, that Designating Party must promptly notify all other Parties that
 2 it is withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
 4 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
 5 Discovery Material that qualifies for protection under this Order must be clearly so designated before
 6 the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic documents, but
 9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
 10 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 11 ONLY” to each page that contains protected material. If only a portion or portions of the material on a
 12 page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
 13 (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents or materials available for inspection need
 15 not designate them for protection until after the inspecting Party has indicated which material it would
 16 like copied and produced. During the inspection and before the designation, all of the material made
 17 available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 18 ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the
 19 Producing Party must determine which documents, or portions thereof, qualify for protection under
 20 this Order. Then, before producing the specified documents, the Producing Party must affix the
 21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” legend to each
 22 page that contains Protected Material. If only a portion or portions of the material on a page qualifies
 23 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 24 appropriate markings in the margins).

25 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
 26 Designating Party identify on the record, before the close of the deposition, hearing, or other
 27 proceeding, all protected testimony and specify the level of protection being asserted. When it is
 28 impractical to identify separately each portion of testimony that is entitled to protection and it appears

that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days following the receipt of the final deposition transcript to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Amended Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by

1 providing written notice of each designation it is challenging and describing the basis for each
2 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
3 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
4 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the
5 process by conferring directly (in voice to voice dialogue; other forms of communication are not
6 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must
7 explain the basis for its belief that the confidentiality designation was not proper and must give the
8 Designating Party an opportunity to review the designated material, to reconsider the circumstances,
9 and, if no change in designation is offered, to explain the basis for the chosen designation. A
10 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this
11 meet and confer process first or establishes that the Designating Party is unwilling to participate in the
12 meet and confer process in a timely manner.

13 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
14 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
15 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial
16 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not
17 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent
18 declaration affirming that the movant has complied with the meet and confer requirements imposed in
19 the preceding paragraph. Failure by the Designating Party to make such a motion including the
20 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
21 confidentiality designation for each challenged designation. In addition, the Challenging Party may file
22 a motion challenging a confidentiality designation at any time if there is good cause for doing so,
23 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion
24 brought pursuant to this provision must be accompanied by a competent declaration affirming that the
25 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

26 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
27 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
28 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the

Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors,

1 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
4 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
5 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound
7 by the court reporter and may not be disclosed to anyone except as permitted under this Amended
8 Protective Order.

9 (g) the author or recipient of a document containing the information or a custodian or
10 other person who otherwise possessed or knew the information.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating
13 Party, a Receiving Party may disclose any information or item designated “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

15 (a) the Receiving Party’s House Counsel and Outside Counsel of Record in this action,
16 as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
17 the information for this litigation and who have signed the “Acknowledgment and Agreement to Be
18 Bound” that is attached hereto as Exhibit A;

19 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
20 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
21 and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

22 (c) the court and its personnel;

23 (d) court reporters and their staff, professional jury or trial consultants, and Professional
24 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

26 (e) the author or recipient of a document containing the information or a custodian or
27 other person who otherwise possessed or knew the information.
28

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In addition, any such motion must be

1 accompanied by a competent declaration describing the parties' efforts to resolve the matter by
 2 agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the
 3 reasons advanced by the Designating Party for its refusal to approve the disclosure.

4 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of
 5 proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
 6 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 8 OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation that compels
 10 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
 11 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall include a
 13 copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to issue in
 15 the other litigation that some or all of the material covered by the subpoena or order is subject to this
 16 Protective Order. Such notification shall include a copy of this Amended Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 18 Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
 20 court order shall not produce any information designated in this action as "CONFIDENTIAL" or
 21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court
 22 from which the subpoena or order issued, unless the Party has obtained the Designating Party's
 23 permission. The Designating Party shall bear the burden and expense of seeking protection in that
 24 court of its confidential material – and nothing in these provisions should be construed as authorizing
 25 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

26 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 27 IN THIS LITIGATION

28 (a) The terms of this Order are applicable to information produced by a Non-Party in

1 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 2 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
 3 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
 4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
 6 Party’s confidential information in its possession, and the Party is subject to an agreement with the
 7 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that
 9 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Amended Protective
 11 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
 12 information requested; and

13 (3) make the information requested available for inspection by the Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court within 14
 15 days of receiving the notice and accompanying information, the Receiving Party may produce the
 16 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
 17 seeks a protective order, the Receiving Party shall not produce any information in its possession or
 18 control that is subject to the confidentiality agreement with the Non-Party before a determination by
 19 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
 20 seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 23 Material to any person or in any circumstance not authorized under this Amended Protective Order, the
 24 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
 25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
 26 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
 27 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
 28

Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. Entry of this Protective Order does not waive any right a party otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Amended Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Amended Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the public record pursuant to

Civil Local Rule 79-5(e) unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO ORDERED.

DATED: June 22, 2021



THE HONORABLE JOSEPH C. SPERO
Chief Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Amended Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the cases of *Scott Griffith Collaborative Solutions, LLC d/b/a SG Collaborative Solutions, LLC v. Falck Northern California Corp. et al.*, Case No. 4:19-cv-06104-SBA and *Falck Mobile Health Corp. dba Care Ambulance Service, Inc. et al. v. Scott Griffith Collaborative Solutions, LLC d/b/a SG Collaborative Solutions*, Case No. 4:19-cv-08171-SBA. I agree to comply with and to be bound by all the terms of this Amended Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Amended Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Amended Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

Scott Griffith Collaborative Solutions, LLC v. Falck Northern California Corp., et al.
United States District Court
Northern District of California
Case Number 4:19-CV-06104-SBA

**AMENDED PROTECTIVE ORDER FOR LITIGATION INVOLVING HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION AND/OR TRADE SECRETS**

I hereby certify that on June 22, 2021, I electronically filed the foregoing document with the Clerk of the Court for the United States District Court for the Northern District of California by using the court's CM/ECF system.

Participants in the case who are registered CM/ECF users will be automatically served by the CM/ECF system.

Dated: June 22, 2021

DORSEY & WHITNEY LLP

By: /s/Faisal M. Zubairi
Faisal M. Zubairi